

Memorandum



Date: March 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(B)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Resolution Approving the Exchange of a Miami-Dade County Owned Property Appraised at \$100,000.00 Located at 426 NW 7 Street, in Homestead, Florida for \$10,000.00 and a Parcel Owned by Kiawah Properties Corporation Appraised at \$70,000.00 Located at NW 23 Court and Approximately NW 40 Street in Miami, Florida, Necessary for the Construction of the MIC/Earlington Heights Connector

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the County Manager to execute an Agreement for Exchange of Property (attached as Exhibit "C"); and authorizing the Mayor to execute a County deed to Kiawah Properties Corporation (Kiawah) for the exchange of a Miami-Dade County owned property appraised at \$100,000.00 located at 426 NW 7 Street, in Homestead, Florida for \$10,000.00 and a parcel owned by Kiawah appraised at \$70,000.00 located at NW 23 Court and approximately NW 40 Street in Miami, Florida, necessary for the construction of the MIC/Earlington Heights Connector.

BACKGROUND

The acquisition of the Kiawah property located at NW 23 Court and approximately NW 40 Street, also known as Parcel R-4, is necessary as part of the Metrorail Corridor Expansion project linking the MIC to the Earlington Heights Metrorail Station. This project is a vital component of the People's Transportation Plan (PTP) approved by the Miami-Dade electorate on November 5, 2002.

On March 7, 2006, the BCC approved Resolution No. R-280-06, which authorized the employment of appraisers and the procurement of environmental audits necessary for the project. A purchase offer in the amount of the appraised value (\$61,000.00) was submitted to the property owner. The owner rejected the County's offer, but was willing to swap his parcel R-4 for another County owned parcel of a slightly greater value (\$100,000).

Subsequently, the County owned parcel was appraised at \$100,000.00 and the Kiawah property (R-4) appraisal was updated to reflect its current value of \$70,000.00. The County informed Kiawah of the difference in value and that they could not proceed with the exchange. Kiawah then offered an additional \$10,000.00. Therefore, due to the urgency of acquiring all the parcels north of the 112 Airport Expressway and in an effort not to delay the commencement of construction, it is recommended that the attached Agreement for Exchange of Property be approved by the Board of County Commissioners. This agreement will allow the County to acquire Parcel R-4 through a land swap plus an additional compensation by Kiawah rather than through eminent domain proceedings.

FISCAL IMPACT

The acquisition of property as well as the services listed above are necessary for this project and are funded in part from the proceeds of the Charter County Transit System Surtax and also \$100,000,000.00 from the State of Florida. This project is a priority corridor which is budgeted as part of the People's Transportation Plan.



Assistant County Manager



Date



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(B)
3-6-07

RESOLUTION NO. _____

RESOLUTION APPROVING THE EXCHANGE OF A MIAMI-DADE COUNTY OWNED PROPERTY APPRAISED AT \$100,000.00 LOCATED AT 426 NW 7 STREET, IN HOMESTEAD, FLORIDA FOR \$10,000.00 AND A PARCEL OWNED BY KIAWAH PROPERTIES CORPORATION APPRAISED AT \$70,000.00 LOCATED AT NW 23 COURT AND APPROXIMATELY NW 40 STREET IN MIAMI, FLORIDA, NECESSARY FOR THE CONSTRUCTION OF THE MIC/EARLINGTON HEIGHTS CONNECTOR

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves an Agreement for Exchange of Property, attached as "Exhibit "C", between Miami-Dade County and Kiawah Properties Corporation for the purposes of exchanging .187 acres of vacant County property located at 426 NW 7th Street in Homestead, Florida, described in Exhibit "A", for .130 acres of vacant land located at NW 23rd Court and approximately NW 40th Street in Miami, Florida, described in Exhibit "B", plus an additional compensation by Kiawah Properties Corporation of \$10,000.00, and authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizing the Mayor to execute a County Deed substantially in the form attached hereto.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2006. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Thomas Goldstein

5

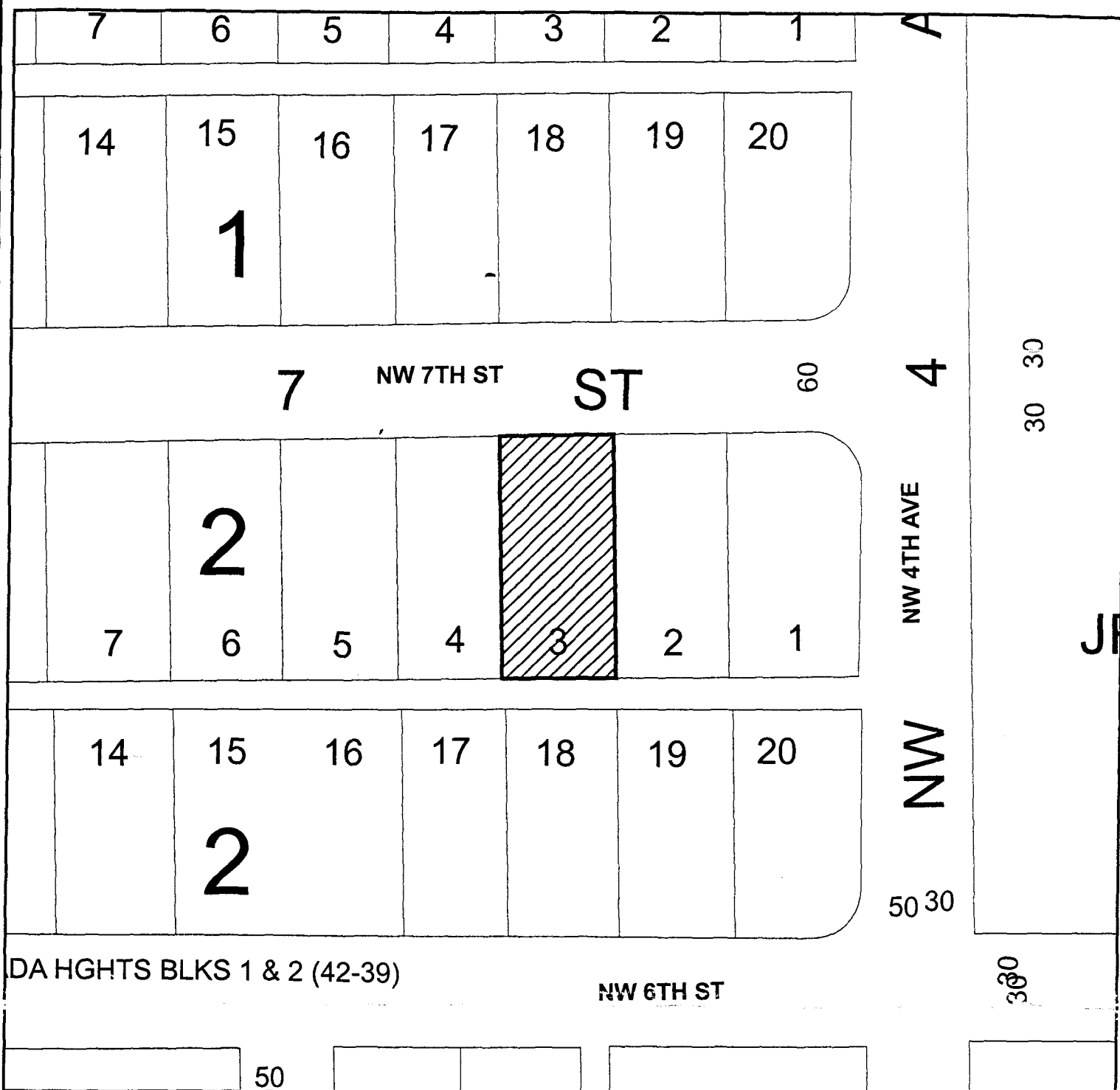
LEGAL DESCRIPTION
(FEE SIMPLE)

Exchange Parcel for Parcel No. R-4: Lot 3, Block 2, GRANADA HEIGHTS, according to the plat thereof recorded in Plat Book 42 at Page 39 of the Public Records of Miami-Dade County, Florida

C.D.S.
10/16/06

6

EXHIBIT "A"



DA HGHTS BLKS 1 & 2 (42-39)

NW 6TH ST

THIS IS NOT A SURVEY

EXHIBIT "B"

10-7813-003-0230

Municipality: HOMESTEAD

Legal:

13 57 38 GRANADA
HEIGHTS PB 42-39 LOT 3
BLK 2 LOT SIZE 61,780 X
132 OR 22059-0021-0204 3



OWNER: MIAMI-DADE COUNTY



7



MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT-OF-WAY DIVISION, ENGINEERING SECTION

111 NW 1st STREET, SUITE 1610, MIAMI, FLORIDA 33128
PH (305) 375-3744 FAX (305) 375-3805

NW 4TH AVE - NW 7TH ST

Drawn by: Yazmin Moreno
Date : November 17, 2006

Exhibit "C"

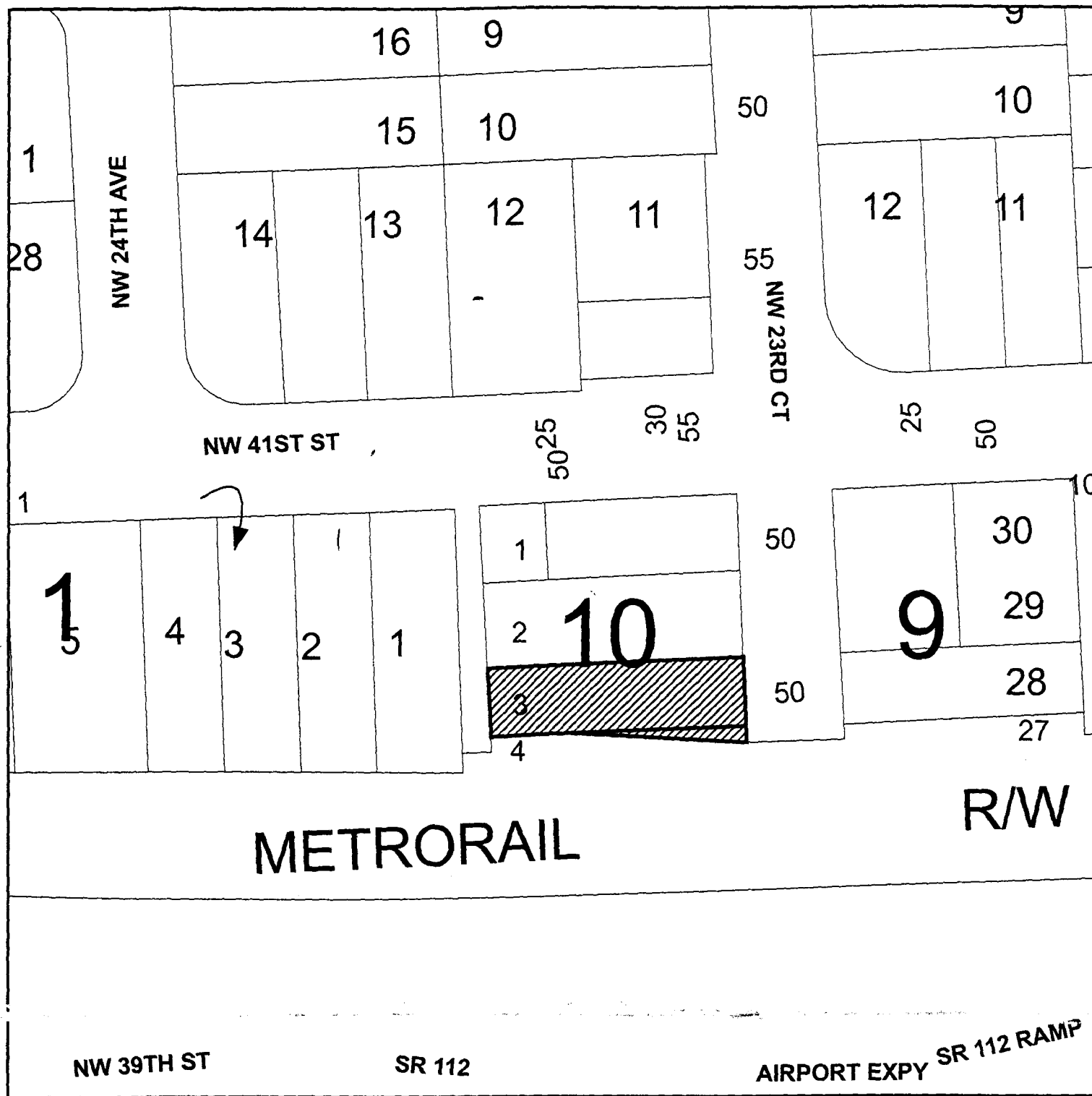
Miami-Dade County
Public Works Dept.

Earlington Heights-MIC Connector
advanced acquisition; willing sale

Parcel No. R4: Lot 3, in Block 10, GARDEN CITY, according to the plat thereof recorded in Plat Book 5 at Page 73 of the Public Records of Miami-Dade County, Florida, LESS the following described parcel of land: A portion of the South 35 feet of said Lot 3 being more particularly described as follows: COMMENCE at the Southwest corner of said Lot 3, said corner being the POINT OF BEGINNING of the herein described portion; thence N 02°36'47" W, along the West line of said Lot 3, for a distance of 1.67 feet; thence N 89°49'52" E, for a distance of 44.29 feet; thence S 87°40'02" W, for a distance of 44.25 feet to the POINT OF BEGINNING. And That portion of Lot 4 in Block 10, GARDEN CITY, according to the plat thereof recorded in Plat Book 5 at Page 73 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Beginning at the Northeast corner of said Lot 4; thence run S 2°36'47" E, for a distance of 3.53 feet; thence run S 89° 49'52"W, for a distance of 93.50 to the intersection with the North boundary line of said Lot 4; thence run N 87°40'02" E, along the North boundary line of said Lot 4, for a distance of 93.41 to the Point of Beginning.

Approved as to description

Date 4/5/06
CDS



THIS IS NOT A SURVEY

EXHIBIT "D"

30-3122-008-2060 / 2070

Municipality: UNINCORPORATED

Legal:

22 53 41 GARDEN CITY PB 5-73 LOT
3 LESS RAPID TRANSIT
R/W BLK 10 LOT SIZE 40.00
X 138.00 COC 23745-0144
06 2005 3



OWNER: KIAWAH PROPERTIES CORP.



MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT-OF-WAY DIVISION, ENGINEERING SECTION

111 NW 1st STREET, SUITE 1610, MIAMI, FLORIDA 33128

NW 23RD CT - NW 41 STREET

Drawn by: Yazmin Moren

AGREEMENT FOR EXCHANGE OF PROPERTY

This Agreement for Exchange of Property is entered into as of this 1st day of November, 2006, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and Kiawah Properties Corp. (hereinafter referred to as "KIAWAH") whose address is 600 Old Country Road, Suite LL-15, Garden City, NY 11530.

WITNESSETH, that for and in consideration of the mutual covenants herein described, the parties hereto agree as follows:

1. **EXCHANGE PROPERTY.** COUNTY agrees to convey to KIAWAH by County Deed the following legally described County-owned property containing approximately .187 acres (hereinafter referred to as the "COUNTY PROPERTY"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

As partial consideration for the conveyance of the COUNTY PROPERTY to KIAWAH, KIAWAH hereby agrees to convey to COUNTY by Warranty Deed good, marketable and insurable title to the following legally-described property containing .130 acres (hereinafter referred to as the "KIAWAH PROPERTY"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

2. **ADDITIONAL CONSIDERATION.** KIAWAH agrees to pay COUNTY as additional consideration Ten Thousand Dollars (\$10,000.00) in the form of a cashiers check or money order at closing, which represents additional compensation relating to the difference in fair market value of the two parcels.

3. **AD VALOREM AND PERSONAL PROPERTY TAXES.** KIAWAH acknowledges that COUNTY is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. However, as to the KIAWAH PROPERTY, it shall be KIAWAH'S responsibility to comply with Section 196.295, Florida Statutes, by placing

closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector. KIAWAH shall provide COUNTY with a written receipt from the tax collector as a condition to closing.

4. **TITLE INSURANCE / KIAWAH PROPERTY.** COUNTY may, at COUNTY'S expense and within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and COUNTY may at COUNTY'S expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the KIAWAH PROPERTY in the COUNTY'S name. In addition, the policy shall insure title to the KIAWAH PROPERTY for the period between closing and recording of the warranty deed. In connection herewith, KIAWAH agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. COUNTY shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to KIAWAH. If the title search shows title to the KIAWAH PROPERTY to be unmarketable and uninsurable as provided herein, KIAWAH shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. KIAWAH hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. If KIAWAH is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to COUNTY, then this Agreement shall be rendered null and void and both COUNTY and KIAWAH shall be released of all obligations hereunder, except that COUNTY may waive any defects and proceed with closing at COUNTY'S option. KIAWAH shall pay all reasonable recording fees for corrective instruments required hereunder. Should the estimated cost to cure said title defect exceed a sum which is equal to 2% of the Kiawahs Property Fair Market Value as stated in paragraph 2, KIAWAH may elect to terminate this contract and neither party shall have any further obligations under this Contract.

5. **TITLE INSURANCE / COUNTY PROPERTY.** KIAWAH may obtain, at KIAWAH'S sole discretion, cost and expense, an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida. If the title search shows title to the COUNTY PROPERTY to be unmarketable or uninsurable, then this Agreement shall be rendered null and void and both COUNTY and KIAWAH shall be released of all obligations hereunder, except that KIAWAH may waive any defects and proceed with closing at KIAWAH'S option, in which case KIAWAH shall accept title subject to said defects.
6. **HAZARDOUS MATERIALS ON EXCHANGE PROPERTIES.** COUNTY may, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the KIAWAH PROPERTY in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. KIAWAH shall have a right, at its sole cost and expense, to conduct an environmental audit and whatever tests deemed necessary of the COUNTY PROPERTY. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the environmental audit or other tests conducted confirm the presence of Hazardous Materials on either the COUNTY PROPERTY or KIAWAH PROPERTY, COUNTY and KIAWAH may each elect to terminate this Agreement and both COUNTY and KIAWAH shall be released from all further obligations hereunder.
7. **SURVEY.** No later than 30 days prior to the closing date, either COUNTY or KIAWAH may obtain at its sole cost and expense, a current certified survey of the other Party's Exchange Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Party that has requested it and the title
- 12

unless this 90 day time period is waived by the respective Party and its title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on either Property or that any improvements on either Property encroach on the land of others, the same shall be regarded as a title defect. If either Party fails to cure any such encroachment the other Party may elect to terminate this contract and neither Party shall have any further obligations under this contract or that Party may waive the defect(s) and proceed with the closing.

8. **TENANCIES.** KIAWAH represents that to the best of its knowledge that no person is living on or occupying the KIAWAH PROPERTY, that there is no tenant in possession of the KIAWAH PROPERTY, and that there are no leases or other agreements and understandings affecting possession, use, or occupancy of the KIAWAH PROPERTY. COUNTY represents to the best of COUNTY'S knowledge that no person is living on or occupying the COUNTY PROPERTY, that there is no tenant in possession of the COUNTY PROPERTY, and that there are no leases or other agreements and understandings affecting possession, use, or occupancy of the COUNTY PROPERTY.
9. **LIENS.** Certified municipal and County liens, if any, on the KIAWAH PROPERTY shall be paid in full by KIAWAH. If a pending lien has been filed against the KIAWAH PROPERTY which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by KIAWAH.
10. **CLOSING.** The closing of this transaction shall be completed within 120 days of the execution of this Agreement; provided, however, that all contingencies to COUNTY'S obligations and all other terms and conditions to be performed by KIAWAH have been satisfied. The precise date, time, and place of closing shall be set by COUNTY.

13

11. **TIME.** COUNTY and KIAWAH mutually agree to fully and timely execute such papers as deemed necessary by COUNTY and KIAWAH to complete the conveyance. Time is of the essence with regard to all dates or times set forth in this Agreement. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of KIAWAH or COUNTY.

12. **BROKERS.** Any and all real estate fees or commissions claimed due pursuant to this transaction or any transactions or attempted sales of the KIAWAH PROPERTY or any part of said property as described herein, including any pending or threatened litigation concerning such claimed real estate brokerage or agents fees or commissions, shall be paid by KIAWAH. KIAWAH shall hold COUNTY harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

13. **EXPENSES.** KIAWAH shall be responsible for all recording fees including the Warranty Deed and County Deed, and the payment of Surtax and Documentary Stamps, if any.

14. **LOSS.** All risk of loss to either Property shall be borne by the present Property owner until transfer of title.

15. **ACCESS.** KIAWAH and COUNTY represent that there is legal ingress and egress to their respective Property.

16. **DEFAULT.** Unless otherwise provided herein, if either party defaults under this Agreement, the other party may waive the default and proceed to closing, seek specific performance, or refuse to close, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from the other party's default.

14

17. DISCLOSURE. KIAWAH and COUNTY each represents that there are no facts known to either which materially affect the value of their respective Property which have not been disclosed by each to the other or which are not readily observable by each as to the other's Property.

18. SUCCESSORS IN INTEREST. This Agreement shall be binding on the heirs, successors, and assigns of the respective parties hereto.

19. NOTICE. All communications regarding this transaction shall be made in writing and shall be deemed given when delivered in person or deposited with the U.S. Postal Service, postage prepaid for certified mail, return receipt requested, or upon transmission of a facsimile properly directed to:

COUNTY: John M. White, Real Estate Officer
Miami-Dade County Public Works Dept.
111 NW 1st Street, 16th Floor
Miami, Florida 33128-1970

with copies to: Thomas Goldstein, Assistant County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, 28th Floor
Miami, Florida 33128-1909

KIAWAH: Peter Port
Kiawah Properties Corp.
600 Old Country Road, Suite LL-15
Garden City, NY 11530

with copies to: Luis de la Cruz
Kiawah Properties Corp.
5001 SW 74th Ct., Ste. 204
Miami, FL 33155

20. RECORDING. This Agreement or notice thereof may be recorded by COUNTY in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but not recorded in the official public records of the Clerk of the Court of Miami-

21. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by either KIAWAH or COUNTY without the express written consent of each to the other.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

23. SURVIVAL. The covenants, warranties, representations, indemnities, and undertakings of KIAWAH and COUNTY set forth in this Agreement shall survive the closing, delivery, and recording of the deed described in paragraph 1 herein.

24. RAILROAD CROSSING. This Agreement is contingent upon the COUNTY obtaining approval for a railroad crossing at the "KIAWAH Property" from the Florida Department of Transportation (FDOT) and CSX Transportation, Inc. In the event said approval is not obtained within 120 days of the effective date of this Agreement, then this Agreement shall become null and void and both COUNTY and KIAWAH shall be released from all further obligations hereunder unless both parties mutually agree in writing to extend the time for obtaining said approval.

25. EFFECTIVENESS The effectiveness of this Contract and the Effective Date hereof shall be the date of approval hereof by the Miami-Dade County Board of County Commissioners ("Board") as well as public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable, and provided no motion to reconsider such approval is made at the next regularly scheduled meeting of the Board. If a motion to reconsider approval hereof is made within such time, then the Effective Date hereof shall be the date of the next regularly scheduled meeting of the Board, at which next regularly scheduled meeting, provided a motion to reconsider has been filed, the Board shall reconsider its prior approval hereof; provided further, however, that such initial Board approval or subsequent reconsideration and approval ratification shall not be

16

effective until the earlier of: a) the date of the Mayor of Miami-Dade County indicates approval of such County Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto which shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission, and the Mayor in connection with the award or rejection of any contract rest within their sole discretion. If not vetoed, the contract shall become effective in accordance with the Resolution No. R-377-04. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver the Buyer executed Contract within fifteen (15) days of the Effective Date.

IN WITNESS WHEREOF, COUNTY and KIAWAH have duly executed this Agreement as of the day and year above written.

ATTEST:

By: _____

Clerk

COUNTY:

MIAMI-DADE COUNTY

By: _____

County Mayor

Date

Approved as to form
and legal sufficiency:

Assistant County Attorney

17

The foregoing was accepted and approved on the _____ day of _____, 2006,
by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County,
Florida.

(Two witnesses for both)

Kiawah Properties Corp.

A Florida Corporation

By: _____

Peter Port, President

Date: 11/1/06

WITNESS SIGNATURE

WITNESS (Print name)

WITNESS SIGNATURE

WITNESS (Print name)

By: _____

Sherry Port, Secretary

Date: 11/10/06

CORPORATE SEAL

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this 15th day of November, 2006, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Peter Port personally known to me, or proven, by producing the following identification, Driver's License, to be the President of Kiawah Properties Corp., a corporation under the laws of the State of Florida, and in whose name the forgoing instrument is executed and that said Manager acknowledged before me that he / she executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal affixed thereto

WITNESS my hand and official seal at 10:00 AM in the County and State aforesaid on this, the 15th day of November, 2006.

SATYANAND KUMAR
Notary Public, State of New York
No. 01KU6062515
Qualified in Queens County

LEGAL DESCRIPTION
(FEE SIMPLE)

Exchange Parcel for Parcel No. R-4: Lot 3, Block 2, GRANADA HEIGHTS, according to the plat thereof recorded in Plat Book 42 at Page 39 of the Public Records of Miami-Dade County, Florida

C.D.S.
10/16/06

Exhibit "B"

Miami-Dade County
Public Works Dept.

Earlington Heights-MIC Connector
advanced acquisition; willing sale

Parcel No. R4: Lot 3, in Block 10, GARDEN CITY, according to the plat thereof recorded in Plat Book 5 at Page 73 of the Public Records of Miami-Dade County, Florida, LESS the following described parcel of land: A portion of the South 35 feet of said Lot 3 being more particularly described as follows: COMMENCE at the Southwest corner of said Lot 3, said corner being the POINT OF BEGINNING of the herein described portion; thence N 02°36'47" W, along the West line of said Lot 3, for a distance of 1.67 feet; thence N 89°49'52" E, for a distance of 44.29 feet; thence S 87°40'02" W, for a distance of 44.25 feet to the POINT OF BEGINNING. And That portion of Lot 4 in Block 10, GARDEN CITY, according to the plat thereof recorded in Plat Book 5 at Page 73 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Beginning at the Northeast corner of said Lot 4; thence run S 2°36'47" E, for a distance of 3.53 feet; thence run S 89° 49'52" W, for a distance of 93.50 to the intersection with the North boundary line of said Lot 4; thence run N 87°40'02" E, along the North boundary line of said Lot 4, for a distance of 93.41 to the Point of Beginning.

Approved as to description

Date

4/5/06
CDS